

**BID FORM**

FOR: LOTHIAN RESIDENCE HALL SEISMIC UPGRADES - BID PACKAGE 4  
PROJECT NUMBER: 956366  
CONTRACT NUMBER: 956366-LF-2017-163  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

April 7, 2017

BID TO:

Architects and Engineers  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

(951) 827-1033

BID FROM:

Cal-City Construction, Inc.

(Name of Bidder)

Woo S. Lim

(Contact Name)

16605 Norwalk Blvd.

(Address)

Cerritos, CA 90703

(City, State, Zip Code)

(562)404-4820

(Telephone Number)

(562)404-4830

(Facsimile Number)

wlim@cal-city.com

(E-mail)

April 28, 2017

(Date Bid Submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

BIDDER'S NAME: Cal-City Construction, Inc.

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within 109 days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA Addendum No. A dated April 18,2017

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

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(Place figures in appropriate boxes.)

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.

BIDDER'S NAME: Cal-City Construction, Inc.

6.0 UNIT PRICES – Not Used

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight:

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 X 10 multiplier  
 (Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

8.0 ALTERNATES – Not Used

BIDDER'S NAME: Cal-City Construction, Inc.

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

No  Yes

If "yes", provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Subcontractor			
	Name of Business	Location of Business (City)	License No.	
Demoition	DSI	Corona	936886	WSL
Rough Carpentry	Durst Builder	Valencia	1002049	
Drywall	Hermon	Chino Hills	603850	
Flooring	New Image	Redlands	1001291	
Tile	JNJ	Pico Rivera	665139	WSL
Counter Top, Shower stall	ATS	El Monte	891698	WSL
Painting	United printing & more	Los Angeles	748254	
Toilet partition & Accessories	Stumbaugh	Burbank	288724	
Electrical	SK pacific	Santa Fe Spring	693419	
Plumbing	Mack	Murrieta	995324	

(Note: Add additional pages if required.)





BIDDER'S NAME: Cal-City Construction, Inc.

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES – Not Used

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION

Corporation  
(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF California  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

Woo S. Lim  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

Woo S. Lim  
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS: N/A

\_\_\_\_\_  
(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

A,B,C-8, HAZ                      539265                      August 31,2017  
(Classification(s))                      (License Number)                      (Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

BIDDER'S NAME: Cal-City Construction, Inc.

12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

- 1. Bid Security in the form of Bid Bond  
(Bid Bond or Certified Check)

13.0 DECLARATION

I, Woo S. Lim, hereby declare that I am the  
(Printed Name)  
President of Cal-City Construction, Inc.  
(Title) (Name of Bidder)


submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this Declaration was executed at:

Cerritos, in the State of California,  
(Name of City if within a City, otherwise Name of County) (State)

on April 28, 2017  
(Date)

  
(Signature)

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Cal-City Construction, Inc.,  
as Principal, and Western Surety Company, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Project Name: Lothian Residence Hall Seismic Upgrades – Bid Package 4  
Project Number: 956366, Contract Number: 956366-LF-2017-163  
Location: UC Riverside, Lothian Residence Hall

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within 60 days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within 60 days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this 14th day of April, 2017.

**PRINCIPAL:**

Cal-City Construction, Inc.  
(Name of Company)

By: [Signature]  
(Signature)

Woo S. Lim  
(Printed Name)

President  
(Title)

**SURETY:**

Western Surety Company  
(Name of Company)

By: [Signature]  
(Signature)

William Syrkin  
(Printed Name)

Attorney-In-Fact  
(Title)

Address for Notices:

1000 Wilshire Blvd., Suite 1800, 18th Floor  
(Street Address)

Los Angeles, CA 90017  
(City, State & Zip Code)

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.

WESTERN SURETY COMPANY

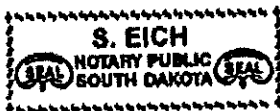


Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of April, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On April 14, 2017 before me, Corinne L. Hernandez, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared William Syrkin  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Corinne L. Hernandez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: Western Surety Company

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers before the Bid Deadline.

**1. INFORMATION AVAILABLE TO BIDDERS**

- a. Replace the existing Information Available to Bidders Form with the one issued in this Addendum.

**2. REQUESTS FOR CLARIFICATION / INTERPRETATION OF THE BIDDING DOCUMENTS**

- a. This Addendum answers the following RFI's received during the Bidding Phase.

RFI No.	QUESTIONS / ANSWERS
1-1	<p><b>Question:</b> Please advise Anticipated Start Date. Is it June 20, 2017?</p> <p><b>Answer:</b> It is anticipated that the start date on the Notice to Proceed will be mid-May,2017, however, the building will not be vacated and ready for work to begin until June 26, 2017. The time in between day 1 of NTP and June 26, 2017 is to allow the contractor time to order long lead items and turn in submittals for approval. The actual construction period is from June 26, 2017 to September 7, 2017 with substantial completion by August 28, 2017</p>
1-2	<p><b>Question:</b> Drawing A2.10, Note #4 does not quantify or show the location of data, coaxial, and phone lines in each room. Please provide a quantity of each, and a location so that we can quantify this scope. I believe there were 2 data lines, 1 phone line (split between two jacks), and 1 coaxial line per room.</p> <p><b>Answer:</b> Bidders should allow for (2) data lines, 1 phone line (split between two jacks), and 1 coaxial line per room.</p>
1-3	<p><b>Question:</b> Drawing A2.10, Note #4 on Sheet A2.10 does not make reference to the existing wire mold raceways within the dorm rooms, are we to remove and reinstall the existing or provide new. If new are to be provided, please provide a specification or product information so that we may price this work.</p> <p><b>Answer:</b> Remove and reinstall.</p>
1-4	<p><b>Question:</b> Drawing A4.03 It appears that in order to install the new shower stalls that some of the existing fire sprinkler heads will need to relocate in each restroom. Please confirm that we should include this in our scope of work. For bidding purposes should we assume 2 heads per restroom?</p> <p><b>Answer:</b> Include work to relocate existing sprinkler heads from inside expanded shower stall to the outside of shower stalls.</p>
1-5	<p><b>Question:</b> When removing one layer of drywall, and then installing new shear paneling and drywall on walls, the existing wall will become thicker. With that being said any existing outlet on these walls will now need be furred out to meet the new wall elevation. Please provide a quantity of these existing outlets, so that we may price this work. (there were roughly 60 per floor last year.)</p> <p><b>Answer:</b> For the purposes of bidding, assume 60 per floor to be retrofitted.</p>

*WSL*